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## **AGREEMENT**

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**Bernards Township Board of Education**

**and**

**Bernards Township Education Association**

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**July 1, 1995 to June 30, 1998**

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## PREAMBLE

This agreement is entered into this 1st day of July, 1995 by and between the Board of Education of the Township of Bernards, New Jersey, hereinafter called the "Board" and the Bernards Township Education Association, hereinafter called the "Association."

### WITNESSETH:

WHEREAS, the Board and the Association recognize and declare with the Administration that providing high quality education for the children of the Bernards Township School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of certain policies and programs designed to improve educational standards, and

WHEREAS, the Board recognizes and supports its obligation, pursuant to Chapter 303, Public Laws, 1969, as amended, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

### Article I RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel under contract, on leave, presently employed, or employed any time during the contract year by the Board, but excluding:

Superintendent of Schools  
Administrative Assistants to the Superintendent  
Principals  
Assistant and/or Vice Principals  
Board Secretary and/or School Business Administrator  
Transportation Coordinator  
Director of Pupil Personnel Services  
Secretary to the Superintendent of Schools

Secretary to the Assistant Superintendent of Schools  
Secretaries to the Board Secretary and/or School Business Administrator  
Supervisors  
Director of Education  
Athletic Director

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

The term "teacher," when used hereinafter in this Agreement, shall refer to all professional personnel.

## **Article II** **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A.** The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, as amended in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than October 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the Association, and after adoption by the Board and the Association, shall apply to all employees.
- B.**
  1. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
  2. Salaries for all new positions within the scope of the BTEA bargaining unit, created by the Board of Education at any time during the year, shall be considered a part of that unit, and shall be the subject of negotiations between the President of the BTEA or designee of the BTEA and Board of Education prior to posting of said positions.
- C.** Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of the negotiations.
- D.**
  1. Representatives of the Board and the Association's negotiation committee shall meet when either party feels it necessary to review the administration of the Agreement and to resolve problems that may

arise. These meetings are not intended to bypass the grievance procedure.

2. Within a reasonable time prior to the meeting, each party shall submit to the other an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **Article III** **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "grievance" is a claim based upon the interpretation, application, or violation of this Agreement, or of any other administrative decision or policy which affects the terms and conditions of employment of an employee or group of employees covered by this Agreement made by an employee or the Association.
2. An "aggrieved person" is the person, or persons, or Association, making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration and having the problem adjusted, provided the adjustment is not inconsistent

with terms of the Agreement.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the grievant to initiate or process any grievance within the time limits indicated shall constitute an abandonment of the grievance and a waiver of any right to proceed. Failure of the Board or its representative to answer in a timely fashion shall permit the grievance to be moved to the next step.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to either party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. **Level One-Principal or Immediate Supervisor**
  - (a) An employee may initially discuss a matter which he/she shall identify as a grievance, with the Immediate Supervisor in an attempt to settle the matter informally. At the request of either the Employee or Supervisor, a building representative and/or another administrative person (excluding the Superintendent or Assistant Superintendent) may attend this informal meeting. This informal meeting is not intended to extend the time limitations as otherwise set forth in this contract.
  - (b) In the event the employee is not satisfied by an informal attempt to resolve the problem, he/she shall so inform his/her Immediate Supervisor by filing a written grievance within forty-five (45) school days of the event's occurrence, setting forth the problems to be considered (with an informational copy to the Association). Within five school days after receiving the notice, a formal meeting to discuss the grievance shall be attended by the Immediate Supervisor and/or another administrative person (excluding the Superintendent or Assistant Superintendent), the employee and the building representative of the BTEA. The Immediate Supervisor shall provide the employee and the BTEA a written statement setting forth his/her decision on the grievance which was presented to him/her within five school days of the meeting. If the employee is not satisfied with the resolution at Level One, the grievances shall then proceed to the next level in accordance with the provisions of this agreement.

#### **4. Level Two - Superintendent**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Association within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The Superintendent shall tender his/her written decision within ten (10) school days of the receipt of the grievance.

#### **5. Level Three - The Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he/she may within five school days after a decision by the Superintendent or fifteen days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The Board shall have ten (10) school days from the receipt of the grievance to render its decision.

#### **6. Level Four - Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within five school days of the Board's decision or ten school days after the grievance was delivered to the Board, whichever is sooner, the grievant may file a written request with the Association to submit the grievance to Arbitration. If the Association determines the grievance to be meritorious, the Association may, within ten school days from the date of the grievant's appeal, submit a written request to the Superintendent requesting arbitration of the grievance. Grievances concerning:

1. Any matter for which a specific method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone;
2. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed;
3. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; as provided in the Board Policy Manual, revised: December 15, 1975 paragraph 3.9, "Extra-curricular assignments are on a year to year basis, independent of teaching contracts, and do not achieve tenure. Based on recommen-

dation of the Superintendent, the Board grants and discontinues such assignments as required for the proper function of the school system. If and when it becomes necessary to discontinue such an assignment after being held by one teacher for more than one year, his or her immediate superior will counsel the teacher regarding the reasons for non-renewal of assignment. If such reasons involve inability to perform in the assignment as required, it is understood that through prior counseling the individual will have had the opportunity to meet the requirements of the assignment."

shall not be deemed to be arbitrable.

- (b) Within ten school days after receipt of the appeal to arbitration, the Board and the Association shall agree on an arbitrator, who shall then be contacted and requested to submit available dates for hearing the grievance. If the Board and the Association are unable to agree on the selection of an arbitrator, the Association shall request the Public Employees Relations Commission to submit to parties a list of seven names of potential arbitrators. The Board and the Association shall then select, by mutual agreement or by a process of alternate striking, an arbitrator from the list submitted by PERC. In the event the process of alternately striking names is used, the party to strike first shall be determined by coin toss.
- (c) The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall be requested to issue his/her decision within a reasonable period of time. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The cost for the services of the arbitrator, including per diem expenses if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Employees to Representation**

- 1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an em-

ployee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board, any member of the administration or its representatives, or any member of the Association, any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

#### **E. Miscellaneous**

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, such a grievance commencing at Level Two.
2. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairperson of the Association.
3. All documents, communications, and records used by the Board in dealing with processing of a grievance shall be filed in a separate and confidential file and shall not be kept in the personnel file of any of the participants.
4. All documents, communications, and records by the Association in dealing with a grievance shall be maintained in a separate and confidential file by the Association.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereintofore referred in this Article.

### **Article IV**

#### **TEACHER EMPLOYMENT**

- A. Every prospective employee shall be given an opportunity to review a copy of the current Agreement at the time of his/her interview. A copy of the current Agreement shall be provided upon employment.
- B. Partial credit for previous teaching experience out of the District can be given upon the recommendation of the Superintendent, and at the

sole discretion of the Board, but in no case can the new employee be placed more than 3 steps below his/her previous experience level and must be returned to proper step at the time of tenure. Upon the recommendation of the Superintendent of Schools, and at the sole discretion of the Board of Education, a new employee may be offered placement at a higher step than is otherwise required by this Article. Additional credit not to exceed four years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fullbright or other approved scholarship shall be given upon initial employment.

- C. Teachers with previous teaching experience in the district shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience in a duly accredited school, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fullbright or other approved scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left, unless the experience is directly related to their major teaching field.
- D. Previously accumulated unused leave days will be restored to all returning teachers.
- E.
  1. Teachers shall be notified of their contract and salary status for the ensuing year not later than the date required by law.
  2. The Administration will make every effort to inform teachers of their grade and subject area teaching assignments for the ensuing year by June 15th. It is understood that in the event circumstances make it educationally desirable that an assignment be changed after that date, the teacher shall be so notified by mail addressed to the teacher's regular mailing address as shown on the school records.
- F. A notice of vacancy shall be posted in each building as far in advance as is practical. An effort will be made to provide candidates from within the staff one week's time to submit their applications. Such notices will be posted for established positions or newly created positions and shall set forth the qualifications for the position and the application procedure.

**Article V**  
**TEACHER WORK LOAD**  
**ACADEMIC RESPONSIBILITIES**  
**AND**  
**NON ACADEMIC SERVICES**

**A. Academic Responsibilities**

1. It is recognized by the Board and the Association that the teaching profession consists largely of academic responsibilities (class instruction, lesson planning, evaluating pupils' work, working with individual students, working with groups of students in unassigned situations and assemblies), and of academically related responsibilities (parent conferences, professional meetings and seminars, professional study, State Department of Education and Middle Atlantic States Evaluations, and public relations).
2. Of the academic responsibilities listed, only class instruction need take place at regular and assigned times. The following provisions shall apply to such instruction:
  - a. The daily teaching load in grades K-5 shall not exceed five hours of classroom instruction and one hour of extra pupil contact. Substitutes shall be provided for teachers of special subjects when absent. All teachers in grades K-5 shall have six (6) preparation periods per week. Every effort will be made to arrange teaching schedules so that teachers in grades K-5 will not have more than 2-1/2 hours of continuous teaching.
  - b. The daily teaching load in grades 6-12 shall not exceed five teaching periods, each of which shall not exceed fifty minutes, except when deemed necessary by the interested Principal and agreed to voluntarily by teacher(s) concerned. The Head Building Representative shall be notified of all such sign-offs after they have been obtained. Further exceptions may be made in accordance with C.5 of the Article.
  - c. Teachers in grades 6-12 shall not be required to teach more than three different subject areas, nor to have more than a total of three teaching preparations, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned.
  - d. Teachers in grades 6-12 shall not be required to teach continuously for more than three periods, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned. However, on the school days that have been reduced in the total length for any reason, the Administration may change the order of the day's periods, even though some staff members may have to teach more than three consecutive periods under the revised daily schedule.

- e. To afford the Administration some flexibility in scheduling in grades 6-12 (in the event that the Administration may wish to institute any non-traditional form of scheduling) the length of classes may exceed 50 minutes, provided that no teacher has more than five classes (rollbook/instructional groups) whose weekly total meeting time does not exceed 1250 minutes. Furthermore, any weekly instructional schedule must provide every teacher with a preparation period of at least 40 minutes per day, or preparation time divided into twenty minute segments. Teachers in grades 6-8 shall have five (5) preparation periods per week and teachers in grades 9-12 shall have six (6) preparation periods per week. Middle School teachers shall have five (5) team planning periods and teachers at the High School shall have four (4) tutorials/planning periods. The above paragraph in no way rescinds Article V, Section A, paragraphs 2c or d.
- f. Each teacher shall be assigned to one period (not to exceed 50 minutes) per day, four days a week to a resource room or learning center/station (media or computer room) for tutorial purposes or to a team teaching planning period. For these four periods, teachers shall keep a record of students who avail themselves of tutorial assistance. A procedure for implementation shall be developed. It is understood that the sole purpose of the log being maintained is to track the use of the tutorial period. It shall not be used in any way that might be construed as reflecting on the performance of the staff members. During these 4 periods, teachers shall be assigned to a station. These periods are predicated upon the 9 period (including lunch) school day. Should the school day be reduced in number of periods, the assignment of tutorial/planning periods cannot take place. In addition, any daily schedule must guarantee every teacher at least one prep period per day. A teacher who has already signed a memorandum of understanding to teach more than 25 periods per week (Article V, C, 5.) cannot be scheduled for a combined total of instructional periods and tutorial/planning/activity periods greater than 30 per week.
- 3. To facilitate working with students beyond the classroom, each teacher shall be available a minimum of fifteen minutes immediately following the dismissal of students at the end of each school day for the purpose of working with individual students or groups of students. The 15 minutes formerly designated as unassigned time for working with students beyond the classroom shall be incorporated within the teaching work day for grades 9-12 effective in the 1994-95 school year. Therefore, teachers in the High School shall not be required to be available beyond the work day. Arrangements for the use of this time may be initiated by either the teacher or the students. Those teachers who have

extra-curricular responsibilities (i.e. coaches) which make this impossible shall make individual arrangements with their principals.

4. From time to time, the Association may present proposals for released time days to be used to improve the quality of education in the district. Such proposals shall be presented to the Administration for consideration and if accepted, shall be forwarded to the Board for final approval.
5. Teachers may be required to attend no more than two evening assignments or meetings each school year, unless released time is provided the day of that evening; said assignments for evenings, will be held Wednesday whenever possible.

#### **B. Non -Academic Services**

1. Both parties recognize that there are operational functions not directly related to the educational process which are performed most effectively by members of the teaching staff.
  - a. These functions include before and after school supervision of students (grades 6-12 only), bus duty, cafeteria supervision (grades 6-12 only), classroom supervision prior to start of instruction (grades 6-8 only), and other services traditionally performed by teachers (hall duty, study hall).
  - b. In grades 6-12, to insure an equitable distribution of these non-academic services, each teacher shall have no more than 250 minutes or 5 periods per week of non-academic pupil contact (See V. A.2.e.), and it shall be limited in nature to those functions listed in Article V. B.1.a. Each teacher shall have the opportunity in May to inform his/her Building Principal of his/her first and second preferences in regard to these non-academic services. Using this list of preferences as a guide, the assignment of these non-academic services shall be made by the Building's Principal or Vice Principal in consultation with the Association's Head Building Representative.
  - c. To further insure an equitable distribution of these non-academic services, a teacher who is being paid for an extracurricular activity or a non-teaching assignment shall not also be relieved of school duties described in this Agreement.
2. It is further recognized by the Board of Education and the Association that certain non-academic services can be effectively performed by persons other than teachers. Therefore, both parties agree to the following provisions:
  - a. Teachers may not be required to collect funds.
  - b. A teacher shall not be required to compile PTA or Home and School Association student lists.
  - c. A teacher shall not be required to drive students to activities

which take place away from the school building, but may do so voluntarily with the advance approval of his/her Principal. For teachers authorized by the Superintendent to transport children in their own cars, the Board will require that each teacher file in the Board Secretary's office a Certificate of Insurance specifying \$500,000/\$1,000,000 coverage. The Board will reimburse each teacher in an amount not to exceed \$42 per year for the added cost of such additional insurance.

#### C. Miscellaneous

1. Teachers will be permitted to leave after termination of the last scheduled period for students upon completion of any other assigned or scheduled professional duties or any other academically related responsibilities, except in cases that are specified in A.3 and B.1 of this Article. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty roster.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period and/or during preparation periods provided notice is given to some person designated by the Building Principal.
3. The President of the Association for the term of this contract shall be relieved of all non-teaching duties within the school day, except for those activities in which all faculty members are asked to participate. For a newly installed President of the Association (one who has not been President the previous year), such relief may be delayed by the Administration, but must begin no later than the beginning of the ensuing academic year. In addition, upon approval of the Superintendent, the President or designee may be given released time to conduct business of benefit to the district.
4. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid as per Schedule N.
5. Should it appear to be educationally sound, a teacher may exchange his/her period of non-academic pupil contact for an additional class with the mutual agreement of the Building Principal.
6. All increases in the length of the school day, as it affects the length of each teacher's work day, (i.e., the total daily time teachers are required to be in the school building) will be subject to negotiations.

## Article VI TEACHER WORK YEAR

- A. 1. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed one hundred eighty-seven days, two days of which shall be designated for the sole purpose of staff development, with no student contact time.  
2. The in-school work year of teachers employed on an eleven month basis shall not exceed two hundred and seven days.  
3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- B. The detailed school calendar shall be formulated by the Administration. A copy of the proposed calendar will be sent to the Association for its consideration prior to the Board's approval.

## Article VII EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Law 1968, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or Other Constitutions of New Jersey against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/ her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

### **Article VIII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings, student enrollment data, individual and group teacher health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal for his approval before posting.

C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of Building Principals or other members of the Administration. Such communication shall bear signature of officers of the Association. The Building Representative shall be responsible for the distribution of materials to members.

D. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association, and to no other teacher representative agency.

E. The Board shall develop orientation programs for new teachers and shall afford the Association the opportunity to make a presentation during the orientation program.

**Article IX**  
**TEACHER EVALUATION AND**  
**PERSONNEL RECORDS**

- A. In order to encourage the maximum development of each teacher and to aid in making employment decisions, the Administration shall carry out a policy of adequate observation and constructive evaluation.**
- B. Observation**
  - 1. Frequency**
    - a. Tenure teachers: a minimum of one visitation per year
    - b. Non-tenure teachers: a minimum of one visitation per semester, or three per year
    - c. If a teacher is observed the minimum number of times per semester or year, the observations should be separated by two (2) weeks or more.
  - 2. Observations should be at different hours of the school day to permit the teacher to be seen in a variety of teaching and child-handling situations.
  - 3. A "Record of Classroom Visit" form shall be completed by the observer in every case of a formal visitation. The principal's copy shall be signed by the teacher and filed in the teacher's individual folder. One copy of this record shall be given to the teacher.
  - 4. An evaluation conference shall be held after each formal observation, and the teacher shall be given the evaluative material at least one day prior to the conference.
- C. Evaluation**
  - 1. Formal annual evaluations of teachers shall be conducted as follows:
    - a. Tenure teachers: as required by the Administration or at the request of the teacher;
    - b. Non-tenure teachers: annually.
  - 2. Such formal evaluation shall include a discussion between the Administration and the teacher of the teacher's strengths and weaknesses.
  - 3. A teacher shall be given a copy of any Classroom Visit or Evaluation Report and any other evaluative material at least one day prior to any conference at which the evaluation is to be discussed.
- D. Personnel Records**
  - 1. Personnel records maintained by the Administration should in general contain the following kinds of material:
    - a. Academic credentials and personal references, which should

- be retained permanently. The confidentiality of such documents must be protected.
- b. Material involving formal evaluation of the staff member. Such material shall have been discussed with and signed by the employee prior to becoming a part of his/her file under established procedures and should be retained for as long as deemed appropriate by the Administration.
- c. Other material involving the staff member.

2. Personnel files shall be reviewed annually by the responsible supervisor. A teacher shall have the right to review his/her personnel file annually, and should set up an appointment for the review. The teacher shall also have the right to submit a written response to anything in his/her file for placement therein. The response must be submitted within six (6) months of the teacher's first receipt, or first review of the material being responded to, whichever occurred first.

#### **E. Communications from the Public**

- 1. The Board and the Association shall encourage an atmosphere of open communications between the school system and the public. It is understood and agreed that the Administration will encourage citizens to resolve any complaints at the lowest level: staff member, Principal/Supervisor, Superintendent.
- 2. Complaints from the public involving the performance of a particular staff member should be discussed informally by the citizen with the responsible Principal. Prior to any action being taken on the complaint, the teacher concerned shall be apprised of the nature of the complaint by his/her immediate supervisor, and offered an opportunity to respond. Any complaint which is not satisfactorily resolved will then be submitted in writing to the Superintendent by the complainant. The Superintendent will make a recommendation for the resolution of the complaint and will forward the recommendation to the Board of Education and the teacher.
- 3. The Board shall not entertain questions or discussions in public on any matter involving the performance of a staff member unless it has had an opportunity to review the written complaint.

#### **Article X**

#### **CLASS SIZE**

A. Building Principals shall provide the Head Building Representatives with a complete and specific list of each teacher's pupil load by October 1 of each school year.

## Article XI PROFESSIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests and needs as they relate to the District.
- B. 1. One half of the cost of registration and tuition or \$225 per academic year whichever is greater for further study will be paid to teachers with complete certification (standard or permanent certificates) as applied to courses taken in isolation (not part of a degree program). Up to one hundred percent (100%) reimbursement will be provided for courses which are a part of a degree program related to the field of education, however, such expense shall be capped at the per credit rate charged by Rutgers, the State University at the time the course is taken. Those staff members who were accepted for enrollment in such a degree program as of July 1, 1995 shall not have this expense capped. Where such reimbursement is expected, courses must have prior approval of the Superintendent of Schools. Computation of reimbursement due to teachers must be based on the academic year during which the course(s) were taken, even though request for reimbursement may have to be made at the beginning of the ensuing academic year.  
2. Full reimbursement of all reasonable expenses will be made to teachers who are required or requested by the Administration, or request and receive approval of the Administration, to attend workshops, seminars, conferences, in-service training sessions, or other professional meetings.  
3. A Staff College shall be established as a part of the in-service training program. Non-tenured staff members, other than those who are participating in either the mentoring or alternative route programs, shall be required to attend 15 clock hours of training per year, which are not accruable towards credit on the salary guide. In-servicing scheduled during the work day shall not count towards the 15 hours. Participation in such training is voluntary for tenured staff members.

In-service courses relating to instructional issues conducted outside of the school day/year, will be eligible for one (1) credit for

each twenty (20) clock hours. Such credits shall be applicable towards advancement on the salary guide for all employees. Staff members who teach such courses shall be eligible to choose between receiving credit on the salary guide or receiving a stipend for teaching the first time they teach the course. Thereafter, they shall receive a stipend.

## **Article XII** **SICK LEAVE**

- A. The primary purpose of sick leave is to cover the absence of an employee from school in the event of personal illness that would make his/her presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee themselves; absence caused by illness in the immediate family is described in Article XIV Temporary Leave of Absence.
- B. Non-tenure teachers shall be allowed 10 days sick leave. Effective July 1, 1993, tenured staff will have 13 days of sick leave. In accordance with State Law, unused sick leave days shall be accumulated and prorated to employees who are employed part of a year.
- C. Teachers transferred from another district within the State shall be allowed one-half of all the sick leave days accumulated in the prior district up to a maximum of 45 days.
- D. The Board of Education through administrative channels, reserves the right to have the reason(s) for absence due to illness validated by a doctor's statement. As a general rule, such a request will not be made until after the third day of illness.

## **Article XIII** **SICK LEAVE REIMBURSEMENT**

- A. Effective July 1, 1982 the Board of Education shall implement a plan for reimbursement of accumulated sick leave days payable at retirement as follows:
  1. All sick leave days accumulated prior to July 1, 1982 may be used for actual sick leave or may be credited toward reimbursement.
  2. During the period from July 1, 1982 to July 1, 1993, the limit for days accruable towards reimbursement is 10 days per school year.
  3. Effective July 1, 1993, the number of days entitled for reimbursement shall include all allowable days.
  4. Reimbursement at retirement shall be at the rate as per Schedule N.

5. In the event of a prolonged illness requiring use of sick leave days, an employee can use all sick days which have been previously accumulated.
6. All employees shall be notified yearly by Sept. 15 of their accumulated sick days as of the closing of the preceding school year and of the accumulated sick days applicable to reimbursement.

## Article XIV

### TEMPORARY LEAVE OF ABSENCE

- A. Leaves of absence with full pay shall be granted annually for the following reasons:

#### **Occasion**

##### **Upon approval of the Principal**

1. For personal illness in the immediate family (spouse, child, parent, grandparent wherever living, or other relative living in the employee's immediate household).

**Maximum Allowance:** 5 days per year

2. For death in the immediate family (spouse, child, parent, brother, sister, father-in-law, mother-in-law).

**Maximum Allowance:** 5 days per occasion

3. For other death in the family, (grandchild, grandparent, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law).

**Maximum Allowance:** 1 day per occasion

4. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.

**Maximum Allowance:** 2 days per occasion

- B. 1. For reasons of the need to discharge a business or family obligation or responsibility which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the teacher's school term. Application through the teacher's Principal shall ordinarily be made at least three days prior to the leave. Extreme situations can arise, which make three day notification impossible, and will be judged on an individual basis. Except for said situations, such days will be granted automatically.

**Maximum Allowance:** 2 days per year.

2. For jury duty.

**Maximum Allowance:** As required

3. For appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

**Maximum Allowance:** As required

4. For temporary active duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session. The employee shall be paid his/her regular pay in addition to any pay which he/she receives from the Federal or State Government.

**Maximum Allowance:** As required

- C. Upon notification to the Superintendent, a maximum of four days each for two representatives to attend conferences of state and national affiliates shall be granted.
- D. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval, with or without full pay. For purposes of this article, the term "without pay" means the per diem salary.

#### **Article XV** **EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two years shall be granted to any teacher who, as a full-time participant:
  1. Joins the Peace Corps.
  2. Joins VISTA.
  3. Joins the National Teacher Corps.
  4. Serves as an exchange teacher.
  5. Is offered and accepts a Fullbright or other approved scholarship.

Provided he/she makes application for reinstatement within 90 days after completion of his/her obligation and upon approved return from such leave, a teacher shall be considered as if he/she had been actively employed by the Board during the leave. He/ she shall be placed on the salary schedule at the level he/she would have achieved had he/ she not been absent provided, however, that time spent on said leave is not counted toward the fulfillment of the time required for acquiring tenure.

- B. A military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the U.S. until expiration of the first enlistment or the duration of the national emergency. Such teacher shall be reinstated to a position in the system with full credit including annual increments provided, however, that he/ she makes application for reinstatement within 90 days after discharge from the Armed Forces.

### **C. Child Care Leave**

The Board shall grant care leave in accordance with the provisions herein. Such leave shall be without pay, except that during periods of maternity disability leave, salary shall be paid in accordance with the sick leave statutes, policies and this Agreement.

1. The Board shall grant child care leave without pay to tenured employees because of the birth of a child for a period of no more than two (2) full school years, plus the balance of the school year in which the birth occurred. If a shorter period is requested, the return date must either be the beginning of the school year, or the beginning of the second semester. Non-tenured employees shall be granted child care leave only for the remainder of the contract year in which the birth occurred. All such leaves must commence, when possible, on the first day of a semester and end on the last day of a semester (February 1, September 1).
2. An employee must apply for child care leave at least thirty (30) days prior to the start of the leave, unless an emergency prevents such notice. The request must state the anticipated date of beginning of the leave and the anticipated date of return.
3. Any employee who becomes pregnant may at her discretion elect to use all or any portion of her accumulated sick leave during any portion of her pregnancy that her physician certifies she is physically unable to work by applying in writing at least thirty (30) days prior to the beginning of such leave, unless an emergency prevents such notice. Such period shall be referred to as sick leave and the employee shall receive full pay and benefits during said period. It is required that the employee produce her physician's certificate in support of her request for the use of sick leave days. Her physician's certificate is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis the Board of Education's physician and the employee's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee, at the Board's expense, and whose medical opinion shall be conclusive and binding on the medical issue. Where medical opinion is supportive of the sick leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon an application by the employee to the Board. Such extension or reduction shall be granted by the Board, provided the employee produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician as above provided.
4. Any employee who does not elect to take a child care leave may continue to perform her duties as long as physically able to do so

and will be entitled to return when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability, and she will be entitled to her annual and accumulated sick leave with pay during the period of disability.

5. Upon return from a child care leave of absence, the employee shall be reinstated in his/her same position or a similar position for which he/she is certified.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child care leave period shall not be counted for tenure purposes.
7. Any employee who has been granted a child care leave of absence will be advanced a full salary guide step if he/she works more than ninety (90) teaching days in a given school year. Any days that school is closed for emergency reasons (such as snow) during the ninety (90) plus days that he/she has elected to work shall not be deducted from the total days he/ she has elected to work.
8. Child care leave shall also be available to an employee who adopts a child under the same conditions set forth above. In such a case, the employee shall make application at least thirty (30) days prior to the beginning of such leave, unless an emergency prevents such notice. The application of the employee shall be accompanied by an affidavit verifying the adoption, in support of the requested child care leave dates.
9. In the event that the need for child care leave is negated, the employee may request to return to his/her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave or return at an earlier date than initially requested.
10. Upon return from a leave of absence under this Article, the employee shall retain any unused sick leave. Any additional sick leave shall not accumulate during the period of the leave of absence.
11. If an employee becomes pregnant after the birth for which she has been granted a child care leave and prior to the termination of such leave, the Board shall, upon request, extend the original child care leave for a maximum of one year, with the provision that the extended return date shall coincide with the commencement of either the beginning of the school year or the beginning of the second semester of the school year. Sick leaves shall not apply to the pregnancy subsequent to the birth for which the employee has been granted child care leave.
12. In the case of miscarriage or stillbirth, the employee may elect to return to her position at an earlier date. Upon the recommendation

of the Superintendent and the approval of the Board, an employee may leave or return at an earlier date than provided herein.

- D. Any teacher who is elected or selected for a full-time public office which takes him/her from his/her teaching duties shall be granted a leave without pay for the term of such office or two years, whichever is less. Unless such teacher returns within this time limit, the leave shall terminate unless it has been renewed for a specific period with the approval of the Superintendent.
- E. Other extended leaves of absence without pay may be granted by the Board on the recommendation of the Superintendent.
- F. Upon return from an extended leave, he/she shall be assigned to the same job, if available, or to a substantially equivalent position.

## Article XVI

### SABBATICAL LEAVES

- A. A sabbatical leave of up to one year may be granted to a teacher by the Board on the recommendation of the Superintendent for study, for travel, or other activities of value to the school system, subject to the following conditions:
  1. The teacher has completed at least seven full teaching years of service in the Bernards Township School District. Such years need not be consecutive.
  2. Such leaves shall be granted to no more than two eligible teachers at any one time.
  3. Requests for such leave must be received by the Superintendent in writing no later than March 15, in such forms as may be mutually agreed upon by the Superintendent and the Association. Action must be taken on all such requests no later than April 15 of the school year for which the leave is requested.
  4. The teacher shall enter into a contract to continue in the service of the Bernards Township School District for a period of at least two (2) years after the expiration of such leave. The teacher shall execute a promissory note equivalent to the payment received while on leave. This note will be discharged at a rate of fifty percent (50%) after completion of one (1) year of service to the Board, and completely discharged after two (2) years. The teacher shall not be considered to be in violation of this provision in the event that failure to return to employment with the Bernards Township District is caused by the death of the teacher or the disability of the teacher as certified by the trustees of the Teacher Pension and Annuity Fund.

- B. A teacher on sabbatical leave shall be paid by the Board at the rate of seventy-five percent (75%) times one-half of his/her base salary for a half year's sabbatical leave or fifty percent (50%) times his/her full year's salary for a full year's leave. Such payments shall be made in accordance with the normal pay schedule.
- C. Upon return from sabbatical leave, the teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. He/she shall continue as an employee in the Bernards Township System for a minimum of two years unless the parties mutually agree otherwise. Upon return, the teacher shall submit to the Superintendent a written report summarizing such activities while on such leave. This is not to be considered a request for approval.
- D. During the period of the leave, the Board shall maintain the teacher's pension payments based upon his/her full salary.

#### **Article XVII** **INSURANCE PROTECTION**

- A. Effective July 1, 1995 and continuing for the term of this Agreement, the Board shall provide health-care insurance protection. The Board shall pay the full premium for employees and their dependents under this plan. Part time noncertified employees who work at least 20 hours per week shall become eligible the September 1 of the school year following initial employment.
- B. Effective July 1, 1995 and continuing for the term of this Agreement, the Board shall provide a dental benefit insurance plan for which the Board shall pay the monthly premium for enrolled employees and dependents. The dental plan in effect from September 1, 1995 will be Delta Premier. Dental coverage CAPS shall be floated to the rate in effect as of June 30, 1998.
- C. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July first and ending June thirtieth; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to insure uninterrupted participation and coverage.
- D. The Board shall provide to each employee a description of the health-care insurance coverage provided under this article; this shall include a clear description of conditions and limits of coverage.

- E. At any time, insurance carriers may be changed but only by mutual agreement of the Board of Education and the BTEA.
- F. Major Medical Insurance Coverage for Retirees: The following conditions apply to any employee electing Major Medical Insurance coverage as a retiree:
  1. The total annual premium cost of the major medical insurance must be paid in full to the Board Secretary by the retired employee, in accordance with the insurance company requirements. Further, any premium increase occurring either during a contract year or in subsequent contract years must be paid by the retired employee.
  2. The retiree must remain continually enrolled in the major medical plan. If the retiree does not remain enrolled because of failure to pay the premium or for other cause, the retiree is not eligible to reinstate the program.
  3. Retired employees may belong to the major medical plan only until such time as they become eligible to participate in another major medical plan through their spouse or other employment.
  4. This plan will be open to and in effect for all personnel in the bargaining unit for the period beginning July 1, 1995 and ending June 30, 1998. Extension of the plan beyond June 30, 1998 is subject to negotiations between the BTEA and the BTBE. Employees who elect the plan prior to June 30, 1998 will be held save harmless from any non-renegotiation of the plan.

## Article XVIII SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A through N which are attached hereto and made a part hereof.
- B. 1. Employees on a twelve-month basis shall be paid in twenty-four semi-monthly installments.  
2. Employees on a ten-month basis, including Instructional Aides and School Aides, shall be paid in twenty equal semi-monthly installments.  
3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.  
4. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June. Final pay will only be released if all duties have been completed.  
5. Any employee who is employed to serve on less than a full-time

basis shall be paid on a pro-rated share of the basic full-time salary of the position for which said employee is engaged.

C. An employment or adjustment increment may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. No increment or part thereof shall be withheld unless a teacher has been evaluated in accordance with Article IX, Teacher Evaluation and Personnel Records, of this Agreement.
2. The immediate supervisor and/or Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least sixty (60) calendar days prior thereto, and in no case later than June 30 of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation will be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days request a hearing.

#### **Article XIX** **DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct from the salaries of its employees dues for the Bernards Township Education Association, Somerset County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education.

B. Said monies and pertinent documentation shall be transmitted directly to NJEA for disbursement to the appropriate associations by the 15th of the month of the current pay period. The Association Membership Chairperson shall keep membership records up to date and shall convey the information to the Board Office.

C. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. These deductions shall be transferred to the credit union. To be eligible for this "Summer Payment Plan," employees must be members of the credit union. Arrangements must be made with the Board Secretary by June 30 prior to the affected school year. This program will be the only "Summer Payment Plan" offered by the district.

- D. Employees may individually elect to have a designated sum of money deducted from their pay for a tax-sheltered annuity. These funds shall be paid by the Board Secretary to the carrier of the plan designated by the Association, provided that a minimum of five persons elect to participate.
- E. Employees may individually elect to have a designated sum of money deducted from their pay for a Washington National Insurance Company plan. These funds shall be paid by the Board Secretary to the carrier.
- F. All monies deducted voluntarily for deposit in the credit and/or tax-sheltered annuity shall be deposited promptly by the close of the pay period.

#### **Article XX MEDIA SPECIALIST**

If media specialists are employed for the month of July or August, they shall be compensated at one-tenth of their annual base salary.

#### **Article XXI GUIDANCE COUNSELORS**

The ten-month contract for the Guidance Counselor(s) shall be of the same duration as that of the teachers plus ten additional days which shall be worked as specified by the Building Principal in consultation with the Director of Guidance. For this work counselors shall be paid a salary differential of 5%, the total payment, base and differential, to be listed as one figure on the contract and to be paid in 20 equal payments.

#### **Article XXII NURSES**

Nurses shall be given a thirty minute lunch period of uninterrupted time within the building unless an emergency arises.

#### **Article XXIII CUSTODIANS, HEAD CUSTODIANS, MAINTENANCE, BUS DRIVERS, SCHOOL AIDES**

##### **A. Salaries and hours of work**

- 1. The salaries of all employees in this category are set forth in Schedules H, K, L.

2. The regular work week shall be 40 hours. All hours over 40 hours in any week shall be paid at the rate of one and one half (1-1/2) times the regular salary. Hours worked on Sundays and holidays (Ref: Para. G, this Article) shall be paid at the rate of two (2) times the regular salary.
3. The Board retains the right to hire personnel at hourly rates for full-time or part-time duties; however, such employment arrangements shall not exceed twenty consecutive working days, after which the employee must either be placed on the contractual guide or paid the hourly rates equivalent to the contract guide. The Board also retains the right to hire students for part-time duties at rates below contractual guide, but agrees to consult with the Association through its President prior to any such planned use.

**B. Sick Leave/Temporary Leaves of Absence**

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement. However, all 12 month employees will have twelve sick days a year and temporary leave of absence policies as apply to the professional staff.

**C. Insurance Protection**

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

**D. Uniform Allowance**

1. The equivalent of three (3) sets of uniforms shall be furnished to each full-time custodian and four (4) sets of uniforms shall be furnished to each full-time maintenance person per calendar year by September 1 for those under contract. The Board shall also provide rain gear and boots for those required to do outside work. For new personnel, these items shall be issued within 60 days of employment. A pair of safety shoes shall be provided annually to members of the maintenance staff.
2. A set of tools shall be made available to the Head Custodian for each building.
3. Maintenance personnel can submit a requisition up to \$175.00 annually to replace personal tools lost or destroyed on the job.
4. Bus drivers will be provided with suitable jackets for work.

**E. Notice of termination of services - Schedules H, K, L**

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination. In the event a termination or the abolition of a position is required as part of a reduction in force, such termination shall be effectuated by laying off the most junior person in order of seniority. An

employee who has been RIFed or terminated as a result of abolition of a position may elect to replace an employee with less seniority in a job classification on Schedule H having a lower starting salary. He may not, however, replace an employee in a job classification on Schedule H having a higher starting salary. Where an employee elects to "bump" another employee he shall be paid at the rate of the job he actually performs at his proper step. For this purpose a seniority list shall be developed and kept up to date by the Assistant Superintendent of Schools. Such list shall be issued to the President of the BTEA no later than the end of the month of September.

- F. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay providing permission of the Building Principal or Supervisor has been obtained, for such participation.
- G. Maintenance and custodial personnel shall be given the following paid holidays and any additional days approved by the Board:

Last Working Day Before	Independence Day
New Year's Day	Labor Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Last Working Day Before Christmas Day
Memorial Day	Christmas Day

When one of the above falls on a weekend the personnel shall be given days off as follows: The Friday preceding if the day falls on a Saturday; the Monday following, if the day falls on a Sunday.

- H. Vacation shall be awarded to maintenance and custodial personnel as follows:

Upon Completion of	
Years of Service	Vacation
1-9	10 working days
10-19	15 working days
20 or more	20 working days

- I. When the cafeterias are in operation, a free lunch shall be provided for all day employees in this unit.
- J. 100% course reimbursement shall be paid by the Board for all in-service courses or courses taken for further study and advancement provided such courses were taken at the request of and with prior approval of the Superintendent of Schools.

- K. On any regularly scheduled school day that students are not in attendance due to inclement weather, employees in this category will be paid their full salaries.
- L. The Board shall notify all employees in this category by May 30 concerning their re-employment.

#### **Article XXIV** **NOTIFICATION OF IMMEDIATE SUPERVISOR**

No later than the end of the month of September, the Superintendent of Schools will issue a memorandum notifying non-certificated personnel (exclusive of secretarial/accounting personnel) of the name and title of their Immediate Supervisor for the purpose of processing grievances.

#### **Article XXV** **NON-CERTIFIED PERSONNEL** **SECRETARIES AND CLERKS**

**A. Salaries and hours of work:**

1. The salaries of all employees in this category are set forth in Schedules I and J.
2. The regular work week shall be 40 hours, including a one hour lunch period.
3. The work schedule shall be agreed upon by the Building Principal or Supervisor and the employee(s).
4. Employees required to work beyond 40 hours in one week exclusive of their lunch hours shall be paid at one and one half (1-1/2) times the contractual rate.

**B. Sick Leave-Temporary Leaves of Absence**

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement and temporary leave of absence policies as apply to the professional staff.

**C. Insurance Protection**

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

**D. Notice of Termination of Services**

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

- E. When employees in this category are scheduled to participate during working hour in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay, providing permission of Building Principal or Supervisor has been obtained for such participation.
- F. Vacation Schedule
  - 1. 10-1/2 and 11 month employees shall have days off to coincide with the school calendar.
  - 2. 10-1/2 and 11 month employees may, with the approval of the Building Principal or Supervisor, elect to work during one of the school vacation weeks and add this week to one of the remaining weeks.
- G. Classification/Promotion
  - If there is a change of classification during the contract year, the employee will be paid the salary corresponding to the new classification for whatever remains of the contract year.
- H. The Board shall notify all employees in this category by May 30 concerning their re-employment.

## **Article XXVI** **INSTRUCTIONAL AIDES**

- A. Salaries and hours of work:
  - 1. The salaries of all employees in this category are set forth in Schedule M.
  - 2. The regular work week shall be 40 hours, including a one hour lunch period.
  - 3. The work schedule shall be agreed upon by the Building Principal or Supervisor and the employee(s).
  - 4. Employees required to work beyond 40 hours in one week exclusive of their lunch hours shall be paid at one and one-half (1-1/2) times the contractual rate.
- B. Sick Leave-Temporary Leaves of Absence
  - All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement and temporary leave of absence policies as apply to the professional staff.
- C. Insurance Protection
  - All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

D. Notice of Termination of Services

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

E. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay, providing permission of Building Principal or Supervisor has been obtained for such participation.

F. Classification/Promotion

If there is a change of classification during the contract year, the employee will be paid the salary corresponding to the new classification for whatever remains of the contract year.

G. The Board shall notify all employees in this category by May 30 concerning their re-employment.

**Article XXVII**  
**TERMS AND RATIFICATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1995, and shall continue in effect through June 30, 1998, subject to the Association's right to negotiate salaries and fringe benefits annually as provided in Article II and subject to the Association's right to negotiate a Successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon on this

11th \_\_\_\_\_

day of September, 1995

BERNARDS TOWNSHIP  
EDUCATION ASSOCIATION

BERNARDS TOWNSHIP  
BOARD OF EDUCATION

By William E. Smith  
President

By Robert V. Sturk  
President

By Paul A. Cenjola  
Secretary

By Verne A. Whalen  
Secretary

**BERNARDS TOWNSHIP**  
**1995-96**  
**SCHEDULE A**  
**Salary Guide:**  
**Professional Staff and**  
**Certified (Degreed) School Nurses**

<b>Step</b>	<b>B.A.</b>	<b>B.A.+</b>	<b>M.A.</b>	<b>M.A.+</b>
1	30,923	33,087	34,881	37,602
2	31,572	33,782	35,613	38,392
3	32,235	34,492	36,361	39,198
4	32,912	35,216	37,125	40,021
5	33,603	35,955	37,904	40,862
6	34,309	36,711	38,700	41,720
7	35,029	37,481	39,513	42,596
8	35,765	38,269	40,343	43,490
9	36,516	39,072	41,190	44,404
10	37,283	39,893	42,055	45,336
11	38,588	41,289	43,527	46,923
12	39,938	42,734	45,051	48,565
13	41,336	44,230	46,627	50,265
14	42,576	45,557	48,026	51,773
15	43,854	46,923	49,467	53,326
16	45,169	48,331	50,951	54,926
17	46,524	49,781	52,479	56,574
18	47,920	51,274	54,264	58,497
19	49,358	52,813	56,109	61,539
MAX	57,502	61,527	64,749	69,293

Any person who has been hired on the B.A. Guide and effective date of employment is Sept. 1, 1973 or thereafter, shall not progress beyond the 10th step of the B.A. Guide unless he/she fulfills course credit obligations which would make said person eligible for the next column of the Guide. Upon commencement of the school year following completion of the necessary credit obligations, the teacher shall be placed on Step 11 of the appropriate column. Teachers on Steps 7, 8, 9, and 10 as of June 1987 will also be given credit for the years equal to the number of years that they were frozen on Step 10.

BERNARDS TOWNSHIP

1996-97

**5 SCHEDULE A**

**5 Salary Guide:**

**Professional Staff and**

**Certified (Degreed) School Nurses**

Step	B.A.	B.A.+	M.A.	M.A.+
1	31,828	34,056	35,902	38,703
2	32,496	34,771	36,656	39,516
3	33,179	35,501	37,426	40,346
4	33,876	36,247	38,212	41,193
5	34,587	37,008	39,014	42,058
6	35,313	37,785	39,834	42,941
7	36,055	38,579	40,670	43,843
8	36,812	39,389	41,524	44,764
9	37,585	40,216	42,396	45,704
10	38,374	41,061	43,286	46,663
11	39,718	42,498	44,801	48,297
12	41,108	43,985	46,369	49,987
13	42,546	45,525	47,992	51,737
14	43,823	46,890	49,432	53,289
15	45,138	48,297	50,915	54,887
16	46,492	49,746	52,443	56,534
17	47,886	51,238	54,016	58,230
18	49,323	52,776	55,852	60,210
19	50,803	54,359	57,751	63,341
MAX	59,185	63,328	66,645	71,332

Any person who has been hired on the B.A. Guide and effective date of employment is Sept. 1, 1973 or thereafter, shall not progress beyond the 10th step of the B.A. Guide unless he/she fulfills course credit obligations which would make said person eligible for the next column of the Guide. Upon commencement of the school year following completion of the necessary credit obligations, the teacher shall be placed on Step 11 of the appropriate column. Teachers on Steps 7, 8, 9, and 10 as of June 1987 will also be given credit for the years equal to the number of years that they were frozen on Step 10.

**BERNARDS TOWNSHIP**  
**1997-98**  
**SCHEDULE A**  
**Salary Guide:**  
**Professional Staff and**  
**Certified (Degreed) School Nurses**

<b>Step</b>	<b>B.A.</b>	<b>B.A.+</b>	<b>M.A.</b>	<b>M.A.+</b>
1	32,805	35,101	37,004	39,890
2	33,494	35,838	37,781	40,728
3	34,197	36,591	38,574	41,583
4	34,915	37,359	39,384	42,457
5	35,648	38,144	40,211	43,348
6	36,397	38,945	41,056	44,259
7	37,161	39,762	41,918	45,188
8	37,942	40,597	42,798	46,137
9	38,738	41,450	43,697	47,106
10	39,552	42,320	44,614	48,095
11	40,936	43,802	46,176	49,778
12	42,369	45,335	47,792	51,521
13	43,852	46,921	49,465	53,324
14	45,167	48,329	50,949	54,924
15	46,522	49,779	52,477	56,571
16	47,918	51,272	54,052	58,268
17	49,356	52,811	55,673	60,016
18	50,836	54,395	57,566	62,057
19	52,361	56,027	59,523	65,284
MAX	61,001	65,271	68,690	73,510

Any person who has been hired on the B.A. Guide and effective date of employment is Sept. 1, 1973 or thereafter, shall not progress beyond the 10th step of the B.A. Guide unless he/she fulfills course credit obligations which would make said person eligible for the next column of the Guide. Upon commencement of the school year following completion of the necessary credit obligations, the teacher shall be placed on Step 11 of the appropriate column. Teachers on Steps 7, 8, 9, and 10 as of June 1987 will also be given credit for the years equal to the number of years that they were frozen on Step 10.

**SCHEDULE B**  
**Coordinators (K-12)**

1995-96 - 2,850  
1996-97 - 2,978  
1997-98 - 3,115

**SCHEDULE C**  
**Faculty, Team, and Elem. Grade Level Leaders**

	<b>H.S. Faculty Leaders</b>	<b>M.S. Team Leaders Elem. Grade Level Leaders</b>
1995-96	1,851	2,286
1996-97	1,935	2,389
1997-98	2,024	2,499

**SCHEDULE D**

Members of Special Services working in summer will be paid at the per diem rate of 1/180 of the annual base salary.

**SCHEDULE E**  
**Guidance Counselors' Salaries**

Ten-Month Contract: 1.05 times the proper step on the current Teacher Salary Guide

**SCHEDULE F**  
**Head Teachers**

1995-96 - 2,000  
1996-97 - 2,090  
1997-98 - 2,186

**SCHEDULE G**  
**Extra-Curricular Activities**

	<u>95/96</u>	<u>96/97</u>	<u>97/98</u>
Head Football	6,364	6,651	6,957
Assistant Football	4,200	4,389	4,591
Assistant Football	4,200	4,389	4,591
Assistant Football	4,200	4,389	4,591
Head Freshman Football	4,200	4,389	4,591
Assistant Freshman Football	3,779	3,949	4,131
Head Basketball (2)	5,725	5,983	6,258
Assistant Basketball (2)	3,779	3,949	4,131
Freshman Basketball (2)	3,779	3,949	4,131
Head Wrestling	5,725	5,983	6,258
Assistant Wrestling	3,779	3,949	4,131
Freshman Wrestling	3,779	3,949	4,131
Head Soccer (2)	4,820	5,037	5,269
Assistant Soccer (2)	3,184	3,327	3,480
Freshman Soccer (2)	3,184	3,327	3,480
Head Track (2)	4,820	5,037	5,269
Assistant Track (2)	3,184	3,327	3,480
Head Baseball	4,820	5,037	5,269
Assistant Baseball	3,184	3,327	3,480
Freshman Baseball	3,184	3,327	3,480
Head Softball	4,820	5,037	5,269
Assistant Softball	3,184	3,327	3,480
Freshman Softball	3,184	3,327	3,480
Head Field Hockey	4,820	5,037	5,269
Assistant Field Hockey	3,184	3,327	3,480
Freshman Field Hockey	3,184	3,327	3,480
Cross Country (2)	3,382	3,534	3,697
Head Ice Hockey	4,400	4,598	4,810
JV Ice Hockey	2,904	3,035	3,174
Head Winter Track	3,184	3,327	3,480
Swim Team	4,102	4,287	4,484
Ski Team	1,851	1,935	2,024
Golf	3,184	3,327	3,480
Tennis Team (2)	3,184	3,327	3,480
JV Tennis (2)	2,100	2,195	2,296
Equipment Manager	2,108	2,203	2,304
Student Production Dir.-Ridge	1,480	1,546	1,617
Drama - Annin	1,712	1,789	1,871
Cheerleader	2,590	2,707	2,831
Cheerleading/Band Chaperons	30	31	32

	<u>95/96</u>	<u>96/97</u>	<u>97/98</u>
Marching Band Producer	2,713	2,835	2,965
Assistant Marching Band (2)	1,847	1,930	2,018
Dance Band	1,104	1,154	1,207
Musical Director (2)	2,302	2,406	2,516
Asst. Musical Director - Band (2)	1,899	1,984	2,075
Asst. Musical Director - Drama (2)	1,899	1,984	2,075
Asst. Musical Director - Set Design (2)	1,899	1,984	2,075
Yearbook - Ridge	2,670	2,790	2,919
Yearbook - Annin	2,006	2,096	2,192
Newspaper - Ridge	1,878	1,963	2,053
Newspaper - Annin	1,255	1,311	1,372
Concession Stand	957	1,000	1,046
Prom Advisor	957	1,000	1,046
Ski Club - Ridge	1	1	1
Ski Club - Annin	1	1	1
Student Council - Ridge	1,640	1,714	1,793
Student Council - Annin	1,640	1,714	1,793
Academic League	1,555	1,625	1,700
National Honor Society (2)	1,160	1,212	1,268
R.S.O.	646	675	706
Literary Magazine	2,006	2,096	2,192
Audio Visual Cedar Hill	1,675	1,751	1,831
Audio Visual Liberty Corner	1,675	1,751	1,831
Audio Visual Oak Street	1,675	1,751	1,831
Audio Visual William Annin	1,675	1,751	1,831
Audio Visual Ridge High	1,675	1,751	1,831
Class Advisor - Senior	957	1,000	1,046
Class Advisor - Junior	957	1,000	1,046
Class Advisor- Sophomore	719	752	786
Class Advisor - Freshman	719	752	786
Detention - RH	2,155	2,252	2,356
Detention - Annin (2)	1,336	1,396	1,461
Academic Decathlon	1,879	1,964	2,054
Science League Advisor	1,555	1,625	1,700
Latin Club	627	655	685
French Club	627	655	685
German Club	627	655	685
Spanish Club	627	655	685
6th Grade Activity	1,640	1,714	1,793
Orchestra - Annin	883	923	965
Orchestra - Ridge	1,104	1,154	1,207
Band WA	883	923	965
AFS Advisor	1	1	1

	<b>95/96</b>	<b>96/97</b>	<b>97/98</b>
Peer Leadership (2)	1,160	1,212	1,268
Intramural Coordinator	4,663	4,872	5,096
Intramurals season/per day	326	340	356
PUSH	572	597	625
Achievement Prep Course	915	956	1,000
Computer Lab Club WA	627	656	686
8th Grade Trip Coordinator	571	597	624

#### **Longevity (Previous Years in District)**

		<b>95/96</b>	<b>96/97</b>	<b>97/98</b>
1-4 years	0 points			
5-9 years	1 point	110	115	120
10-14 years	2 points	220	230	241
15-19 years	3 points	330	345	361
20+ years	4 points	441	460	482

**BERNARDS TOWNSHIP**  
**1995-96**  
**SCHEDULE H**  
**Custodian, Head Custodian, Maintenance**

<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Maintenance</b>
1	21,191	21,535	22,388
2	21,827	22,181	23,306
3	22,482	22,846	24,261
4	23,156	23,531	25,256
5	23,712	24,096	26,291
6	24,281	25,060	27,369
7	24,864	26,062	28,492
8	25,461	27,105	29,660
9	26,072	28,189	30,876
10	26,698	29,317	32,142
11	27,338	30,489	33,459
12	27,994	31,709	34,831
13	28,834	32,977	36,259
14	29,786	34,296	37,746
<b>MAX</b>	<b>31,752</b>	<b>37,383</b>	<b>41,697</b>

**Note:**

- A. All employees holding Black Seal Boiler License shall receive \$300.00, which shall be added to the employee's appropriate step on the salary guide.
- B. Personnel called back for work not previously scheduled after having left for the day or night shall be paid time and one half for a minimum of four hours, even if the extra time is less than four hours.
- C. Maintenance Foreman: - add \$200.00.
- D. Asbestos Certification of \$250.00.

**BERNARDS TOWNSHIP**  
**1996-97**  
**SCHEDULE H**  
**Custodian, Head Custodian, Maintenance**

<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Maintenance</b>
1	21,798	22,275	23,395
2	22,452	22,943	24,354
3	23,125	23,631	25,353
4	23,819	24,340	26,392
5	24,391	24,924	27,475
6	24,976	25,921	28,601
7	25,575	26,958	29,774
8	26,189	28,036	30,994
9	26,818	29,158	32,265
10	27,461	30,324	33,588
11	28,120	31,537	34,965
12	28,795	32,798	36,399
13	29,659	34,110	37,891
14	30,638	35,475	39,445
<b>MAX</b>	<b>32,660</b>	<b>38,668</b>	<b>43,574</b>

**Note:**

- A. All employees holding Black Seal Boiler License shall receive \$300.00, which shall be added to the employee's appropriate step on the salary guide.
- B. Personnel called back for work not previously scheduled after having left for the day or night shall be paid time and one half for a minimum of four hours, even if the extra time is less than four hours.
- C. Maintenance Foreman: - add \$200.00.
- D. Asbestos Certification of \$250.00.

**BERNARDS TOWNSHIP**  
**1997-98**  
**SCHEDULE H**  
**Custodian, Head Custodian, Maintenance**

<b>Step</b>	<b>Custodian</b>	<b>Head Custodian</b>	<b>Maintenance</b>
1	22,352	22,902	24,471
2	23,022	23,589	25,475
3	23,713	24,297	26,519
4	24,424	25,026	27,606
5	25,010	25,626	28,738
6	25,611	26,652	29,917
7	26,225	27,718	31,143
8	26,855	28,826	32,420
9	27,499	29,979	33,749
10	28,159	31,179	35,133
11	28,835	32,426	36,573
12	29,527	33,723	38,073
13	30,413	35,072	39,634
14	31,416	36,474	41,259
MAX	33,490	39,757	45,578

**Note:**

- A. All employees holding Black Seal Boiler License shall receive \$300.00, which shall be added to the employee's appropriate step on the salary guide.
- B. Personnel called back for work not previously scheduled after having left for the day or night shall be paid time and one half for a minimum of four hours, even if the extra time is less than four hours.
- C. Maintenance Foreman: - add \$200.00.
- D. Asbestos Certification of \$250.00.

**BERNARDS TOWNSHIP**  
**SCHEDULE I**  
**Clerk - 10 Month**

<b>Step</b>	<b>95-96</b>	<b>96-97</b>	<b>97-98</b>
1	13,646	14,166	14,818
2	14,465	15,016	15,707
3	15,044	15,617	16,335
4	15,194	15,773	16,499
5	15,346	15,931	16,664
6	15,653	16,250	16,997
7	15,966	16,575	17,337

**Note:**

A. Any person hired after September 1, 1987 cannot be placed higher than Step 3.

**BERNARDS TOWNSHIP**  
**SCHEDULE J**  
**Secretaries - 11 Month**

<b>Step</b>	<b>95-96</b>	<b>96-97</b>	<b>97-98</b>
1	20,245	21,412	21,633
2	20,548	21,733	21,958
3	20,857	22,059	22,287
4	21,169	22,390	22,621
5	21,487	22,726	22,961
6	21,809	23,067	23,305
7	22,900	23,413	23,655
8	23,255	23,998	24,009
<b>MAX</b>	<b>26,975</b>	<b>27,958</b>	<b>28,691</b>

**Note:**

A. An additional stipend of \$200.00 per year will be paid to secretaries provided that they qualify by passing a stenography test administered annually.

B. Any person hired after September 1, 1987 cannot be placed higher than Step 3.

C. Substitute Acquisition Clerk

1995-96 3,550

1996-97 3,709

1997-98 3,880

**BERNARDS TOWNSHIP  
SCHEDULE K  
Bus Drivers**

<b>Step</b>	<b>95-96</b>	<b>96-97</b>	<b>97-98</b>
1	15.11	15.79	16.53
2	15.87	16.58	17.35
3	16.67	17.41	18.21
4	17.50	18.28	19.13

**BERNARDS TOWNSHIP  
SCHEDULE L  
School Aides**

1995-96	11.69
1996-97	12.22
1997-98	12.78

The Board shall notify School Aides by May 30 concerning their re-employment for the following September.

**BERNARDS TOWNSHIP  
SCHEDULE M  
Instructional Aides**

1995-96	16.03
1996-97	16.75
1997-98	17.52

**Bedside Instruction**

1995-96	28.45
1996-97	29.73
1997-98	31.10

**Summer Curriculum**

All summer curriculum work (or similar projects) will be specifically defined (nature and duration) and posted in the month of April. Payment will be at the rate of \$150.00 per diem (5 hours per day) during 1995-98.

**BERNARDS TOWNSHIP  
SCHEDULE N**

The rate of compensation for:

- 1) Travel incurred as part of instructional assignment, approved conferences, workshops, etc., shall be reimbursed at current IRS rate per mile.
- 2) Substitute class coverage shall be paid \$7.00 per class.
- 3) Sick Leave Reimbursement, at retirement, shall be at the rate of: \$20.00 per day, with a maximum of \$4,000.

